

L130000/3687

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

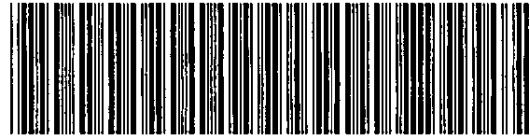
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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02/20/14--01005--011 **25.00

FILED
2014 FEB 20 PM 2:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

N. G. G. FEB 21 2014

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Noodle Soup Creations LLC
(Name of Limited Liability Company)

The enclosed Articles of Dissolution and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Kristina Adaza

(Name of Person)

Noodle Soup Creations LLC

(Firm/Company)

8102

~~8201~~ SW 163rd Avenue

(Address)

Miami, FL 33193

(City/State and Zip Code)

For further information concerning this matter, please call:

Kristina Adaza

(Name of Person)

at (

305 323-9465

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

\$25.00 Filing Fee and Certificate of Dissolution

\$55.00 Filing Fee, Certificate of Dissolution &
Certified Copy (additional copy is enclosed)

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

FILED

2014 FEB 20 PM 2:00

**ARTICLES OF DISSOLUTION
FOR
A LIMITED LIABILITY COMPANY**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. The name of a limited liability company is
NOODLE SOUP CREATIONS LLC
2. The Articles of Organization were filed on 01/28/2013 and assigned
document number L13000013687
3. The delayed effective date the dissolution if not effective on the date of filing: -----N/A-----
4. A description of occurrence that resulted in the limited liability company's dissolution pursuant to section
605.0707, Florida Statutes, (copy 605.0707 on back cover letter).
All 3 members of Noodle Soup Creations LLC, Kristina Adaza, Paulina Jaramillo, and
Melissa Moreno have decided to dissolve tthe business due to financial difficulties.
5. If there are no members, enter the name and address of the person appointed to wind up the company's
activities and affairs:
Kristina Adaza
8102 SW 163rd Ave
Miami, FI 33196
6. Signature of an authorized person or if there are no members, the signature of the person appointed and listed
above to wind up the company's activities and affairs:

Signature

Printed Name



Kristina Adaza

FILING FEE: \$25.00

Termination of Limited Liability Company Agreement

This Termination of Limited Liability Company Agreement is made on January 21, 2014 by and between Kristina M. Adaza, member of Noodle Soup Creations LLC, and Paulina A. Jaramillo, member of Noodle Soup Creations LLC, and Melissa M. Moreno, member of Noodle Soup Creations LLC. It is intended to permanently terminate the limited liability company that was created by the Articles of Organization between the above parties that was dated January 28, 2013, and filed with the State of Florida, on January 28, 2013.

The above noted members agree to terminate their limited liability company under the following terms and conditions:

1. After January 21, 2014, no member shall engage in any further limited liability company business nor incur any further limited liability company obligations, other than to liquidate the assets of the limited liability company and, in general, wind up the limited liability company's affairs.
2. The members agree that each asset of the limited liability company has a present fair market value equal to the asset's value as shown on the financial records of the limited liability company. However, if an asset is sold, the members agree that that asset shall be deemed to have a fair market value equal to its sale price.
3. The members agree that their proportionate shares of the assets and liabilities of the limited liability company are as follows:
4. The limited liability company shall proceed to have an accounting made of all of the assets and liabilities of the limited liability company. The equities of the limited liability company creditors and members shall be determined on the date of the accounting, which shall be no later than January 21, 2014. Any liabilities incurred or funds received by the limited liability company after this date shall be distributed to the members according to their proportionate shares.
5. Any limited liability company assets shall be sold. Any member shall have the right to purchase any limited liability company asset before any sale to an outside purchaser. The proceeds from the sale of the limited liability company assets, along with any limited liability company funds shall be applied to the limited liability company liabilities in the following order:
 - a. To pay all the debts and obligations of the limited liability company
 - b. To the members' income accounts to the members in their proportionate share
 - c. To the members' capital accounts to the members in their proportionate share
 - d. To any remaining assets to the members in their proportionate share.
6. Every member hereby represents that he or she has not obligated the limited liability company in any way that does not appear on the records of the limited liability company, nor

has he or she received any funds or assets that do not appear on the records of the limited liability company.

7. The limited liability company name shall be disposed of as follows:
8. No modification of this Agreement shall be effective unless it is in writing and signed by a majority of the members. This Agreement binds and benefits all members and any successors, inheritors, assigns, or representatives of the members. Time is of the essence of this Agreement. This document is the entire Agreement between the members. Any attached papers that are referred to in this Agreement are part of this Agreement. Any alleged oral agreements shall have no force or effect. This Agreement is governed by the laws of the State of Florida. If any portion of this Agreement is held to be invalid, void, or unenforceable by any court of law of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.

Dated FEBRUARY 13, 2014



Signature of Member

Melissa Moreno
Printed Name of Member



Signature of Member

PAULINA A. JARAMILLA
Printed Name of Member



Signature of Member

Kristina Adaza
Printed Name of Member